1. PAYMENTS; TERMS; CONSUMER REPORT. All charges are payable in advance. The initial term of this Contract is three (3) years. ADT's alarm monitoring and service fees are subject to change, and the increase in monthly service charges will begin within thirty (30) days of receiving notice of the increase, and if ADT does not waive the increase, then I may terminate this Contract effective thirty (30) days after ADT's receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.

2. ADDITIONAL CHARGES AND OFFSET RIGHTS. I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees, assessments, or penalties; all mandated local or state occupancy permit charges; and all directly or indirectly imposed state, local or municipal building inspection fees; and all other assessments, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the installation, maintenance, service or repair of equipment and services ADT provides and upon the limited liability ADT assumes under this Contract. If I want insurance to protect against any risk of damage to my property resulting from the performance or nonperformance by ADT of its obligations under this Contract or from negligence (active or passive), or breach of contract, or the assumption of liability, or the payment of any claim for loss, damage or injury, I will do so at my sole cost and expense. I agree to pay the cost of any repair to the equipment for any damage, loss or deterioration as a result of the use of the equipment or for any battery or other interest injury that I, my property, or the person or property of others, may suffer, except that ADT shall not be liable for any incidental, claims by others against me for such property, or the person or property of others, except AS REGARDING THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME.

3. INCREASES IN CHARGES. ADT has the right to increase the annual service charge at any time after the first year. If I object to the increase, I must give ADT a written notice of my objection within thirty (30) days of receiving notice of the increase, and if ADT does not waive the increase, then I may terminate this Contract effective thirty (30) days after ADT's receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.

4. INSTALLATION. ADT equipment and services will begin when the equipment is installed, operational and communicating with ADT's Customer Monitoring Center ("CMC"). ADT's equipment and services do not cause and cannot eliminate occurrences of the events they are intended to detect or avert, including, but not limited to, fires, floods, burglaries, robberies and medical problems. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 9 AND 10 BELOW, ADT MAKES NO GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED

5. LIMITATION OF LIABILITY. I agree that ADT is not an insurer and that ADT is not providing me with insurance of any type. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY OR MY LIABILITY FOR ANY DAMAGE, LOSS OR INJURY. I ACKNOWLEDGE THAT ADT'S EQUIPMENT AND SERVICES DO NOT PROVIDE INSURANCE OR ORIMISE PROTECTION AGAINST ANY RISK OF LOSS AND THE ADDITIONAL CHARGES TO ME.
9. LIMITED WARRANTY. During the first 90 days after installation, ADT will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. ADT will use new or functionally operative parts for replacements. This limited warranty is for my benefit only and may not be enforced by any other person. This limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights.

10. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP). If I purchase ADT's Extended Limited Warranty, which is called the Quality Service Plan or QSP, ADT will repair or, at its option, replace any part of the alarm system installed by ADT that requires replacement due to ordinary wear and tear or failure to perform properly after ADT makes any necessary adjustments, all at no charge to me. ADT may not use a part that is not functionally identical to the original part. The extended limited warranty is for my benefit only and may not be enforced by any other person. This extended limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights.

ADT will never arrest or detain any person for any reason. I agree that the equipment installed by ADT, including any outdoor camera, is not to be used for law enforcement purposes.

DURING ANY APPLICABLE EXTENSIONS, ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING ANY APPLICABLE EXTENSIONS, I WILL PAY FOR THE SERVICES AT ADT'S THEN-CURRENT RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 9 AND 10 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

13. ALARM MONITORING AND NOTIFICATION SERVICE.

All equipment is under warranty for the first 90 days after installation. ADT will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. ADT will use new or functionally operative parts for replacements. The extended limited warranty is for my benefit only and may not be enforced by any other person. This extended limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights.

ADT will never arrest or detain any person for any reason. I agree that the equipment installed by ADT, including any outdoor camera, is not to be used for law enforcement purposes.

DURING ANY APPLICABLE EXTENSIONS, ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING ANY APPLICABLE EXTENSIONS, I WILL PAY FOR THE SERVICES AT ADT'S THEN-CURRENT RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 9 AND 10 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
19. CANCELLATION. A. ADT may, at any time, cancel this Contract at its option if: (1) ADT’s CMC is destroyed or damaged so that it is impractical for ADT to continue service; (2) ADT cannot acquire or retain the transmission connections or authorization to transmit signals between my premises and its CMC or the applicable fire or police department or other agency, or between ADT’s CMC and the applicable fire or police department or other agency; (3) I fail to follow ADT’s recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if purchased, QSP; (4) I fail to follow ADT’s operating instructions for the alarm system; or (5) ADT determines that it is impractical to continue service due to the modification or alteration of my premises after installation. If ADT cancels for any of the reasons stated immediately above, ADT will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered and for any other charges due. Additionally, ADT will not assess contract termination charges, if any, as described in Paragraph 2 above.

B. ADT may cancel this Contract upon written notice to me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from ADT, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and ADT does cancel this Contract, ADT may assess contract termination charges, if any, as described in Paragraph 2 above.

20. ASSIGNMENT. I may not assign this Contract without prior written consent from ADT. ADT does have the right to assign this Contract or to subcontract any of its obligations under this Contract without my approval and without notice to me.

21. DELAYS. ADT HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. ADT HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND ADT’S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, ADT HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

22. ELECTRONIC MEDIA; PERSONAL INFORMATION. ADT may scan, image or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. ADT’s receipt by fax of the Contract signed by me legally binds me and such fax copy is legally equivalent to the original for any and all purposes, including litigation. The personal information about me and third parties that I provided to ADT is true and complete. I will notify ADT without delay of any change to this information. I consent to ADT’s use of my personal information and that of third parties provided by me for the purpose of monitoring, setting up and administering my security services (including credit approval, invoicing, collecting and providing information on new equipment or services). I have obtained the consent of the third persons whose personal information I provided to ADT, to use such personal information for the administration of my account with ADT and as provided in this Contract. ADT may collect (including my consent to record my telephone conversations with ADT’s representatives), use, disclose and transfer my personal information, and that of third parties provided by me, to ADT’s parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Contract or any other authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

23. PRIVACY POLICY. ADT maintains an online privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Contract.

24. ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. I AM NOT RELYING ON ADT’S ADVICE OR ADVERTISEMENTS. ADT IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY AN ADT AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL CONTROL AND GOVERN EVEN IF THERE ARE OTHER DOCUMENTS WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF A COURT DETERMINES THAT ANY PROVISION OF THIS CONTRACT IS INVALID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH AND EVERY OTHER PROVISION OF THIS CONTRACT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

25. LICENSE INFORMATION: AL Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensees, 7966 Vaughn Rd., Montgomery 36116, (334) 284-9388; AK 37950, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E12-041, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209; AZ 619-8600; CA AGC01755, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; CT ELC0106006-65; DC ECS904633; FL EF000121; GA LVA2056006, 205826, 205872, 205878, LVA05673, -00439; HI CT322279; ID ELE-S-2643; IL 124017922; LA F1639, F1640, F1643, F1654, F1664; MA 1725; MI 562196258, 5103208 - 4124 Pier North Dr. Ste. D, Flint, MI 48504; MN TS052051; NC 7536P2, 7561P2, 7562P10, 7563P7, 7564P9 - Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste. 200, Raleigh, 27612 (919) 788-5320; NM 537483; NV 0077109; NJ Electrical Contractor Lic. #34FA00049500, 34FA00179000, 7895 Browning Rd., Pennsauken, NJ 80198; NY 120001205615, Licensed by NYS Dept. of State; OH 50-18-0018, 50-25-0023, 50-29-0003, 50-31-0014, 50-48-0008, 50-50-0002, 50-76-0006, 50-89-0016, 53-89-1720; OK 1995; OR 195580; PA Pennsylvania Home Improvement Contractor Registration Number: PA120257; RI 35683; TN ACC-1888, -1889, -1909, -1929, -1964, -1969, -1965, TX 8179944 - 140 Heimer Rd. Ste. 100, San Antonio, TX 78222 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 8289653; VA 11-7445, 11-7343, 11-7351, 11-7254, 11-7639, 11-7990, 11-8205, 11-8353, 11-8447 250174772 Class B Contractor Classification ESC; WA ADTLL18810D, 11924 N Creek Pkwy #105, Bothell, WA 98011; WI 1210943; WV 049578.

MS 15019511

©2014 ADT LLC dba ADT Security Services. All rights reserved.